

Contract Agreement
Between the Government of St. Vincent and the Grenadines
and William D. Harris & Associates

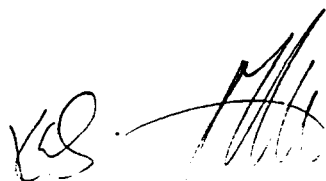
I. Agreement

This contract constitutes the agreement between the Government of St. Vincent and the Grenadines (hereinafter "Government") and William D. Harris & Associates, a Virginia corporation with principal offices located at 3314 Mantua Drive, Fairfax, Virginia. This agreement is for services described below and is subject to the terms and limitations including in following sections.

II. Services

William D. Harris & Associates agrees to provide to the Government of St. Vincent and the Grenadines the following General Representational Services relative to the Government's interests in the United States of America and other countries:

- A. Assist the Government in identifying trade, economic, investment, political and other governmental interests which may be affected by actions and decisions taken within the United

Yes. 

States Government and private sector.

- B. Assist the Government of St. Vincent and the Grenadines in developing and executing strategies which present and protect the interests and matters described in (A) above.
- C. Assist the Government and its agencies in developing communications and policy strategies and activities which promote greater understanding of St. Vincent and the Grenadines in the United States.
- D. Assist and advise the Government on matters of Economic Development Assistance and Investment.
- E. Provide General Representational Services to the Government as reasonably requested.
- F. Secure access for Ministers and other leading representatives of the Government of St. Vincent and the Grenadines to present their case to the appropriate officials in the United States Government.

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III. Specific Issues

Of paramount concern to the Government of St. Vincent and the Grenadines are matters related to the Banana Trade and other general trade matters tied to the Caribbean Basin Initiative and the North American Free Trade Agreement. Harris & Associates will develop a comprehensive analysis and recommendations for actions in these areas and will assist the Government in carrying out a strategy designed to protect the critical trade interests of St. Vincent and the Grenadines.

IV. Reports

Reports on the progress of the assignment will be submitted to the Government of St. Vincent and the Grenadines by the 10th of the month with respect to the previous month.

V. Payment

In consideration for the services performed under this agreement, the Government will pay Harris & Associates

the sum of US\$60,000.00 to be paid as follows:

Upon Signature:	US\$ 15,000.00
90 Days	US\$ 15,000.00
180 Days	US\$ 15,000.00
270 Days	US\$ 15,000.00

VI. Expenses:

The Government will reimburse Harris & Associates for reasonable business costs which shall include travel related to the objectives of this contract and legal and registration costs. Such requests for reimbursement will be submitted to the Government with appropriate receipts and will be paid in accordance with Governmental policies and regulations.

VII. Term and Termination:

This agreement shall be deemed to have taken effect on 6th November, 1995 and will terminate on 5th November, 1996. It is anticipated that the agreement will be

renewed an additional year upon its termination. The Government may terminate the contract at any time during this period for failure on the part of Harris & Associates to perform its duties as described in this agreement, provided that the Government is current in its obligations at the time of termination. Such termination shall require thirty days notice to Harris & Associates.

VIII. Records:

Harris & Associates agrees to keep detailed and accurate books and records which must be available to the Government at any time in the course of this agreement. All communications, records, correspondence and other materials produced in the course of this agreement shall be the property of the Government of St. Vincent and the Grenadines and shall be surrendered to the Government if requested.

IX. Confidentiality:

Harris & Associates, its employees, contractors and representatives will hold strictly confidential all

information and materials provided by the Government, or created or acquired by Harris & Associates in the course of this agreement unless the release of these materials is intended to advance the purposes of this agreement. If Harris & Associates is requested to disclose such materials by a third party it shall only do so after advance approval by the Government of St. Vincent and the Grenadines.

X. Exclusivity:

William D. Harris and Associates during the course of this agreement and for six months thereafter, will not, without prior agreement of the Government, render similar services to any company, entity, or Government whose interests are adverse to those of the Government of St. Vincent and the Grenadines. It is understood however, that Harris and Associates will be providing similar services to other Windward Island nations under cooperative agreements and that this exclusivity provision will not apply to these services.

XI. Rules and Regulations:

It shall be the responsibility of the Government of St.

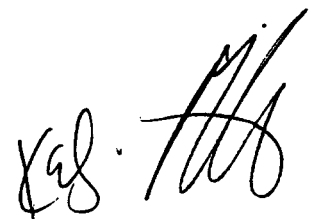
Vincent and the Grenadines to ensure that all laws and regulations of St. Vincent and the Grenadines are adhered to in its conduct of this agreement. It shall likewise be the responsibility of William D. Harris & Associates to ensure that all laws and regulations of the United States are adhered to in its conduct of this agreement.

XII. Limitations:

Both parties agree to abide by the terms of this agreement expressed herein or implied according to law. Both parties also agree that no partnership nor shared liability has been created by this agreement and both parties shall indemnify the other party from any liability apart from the terms of this agreement.

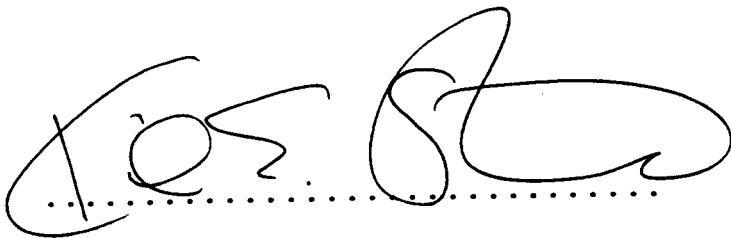
XIII. Amendment

Any of the terms of this agreement can be amended by mutual consent provided that such amendments are agreed to in writing in advance of their effective date.

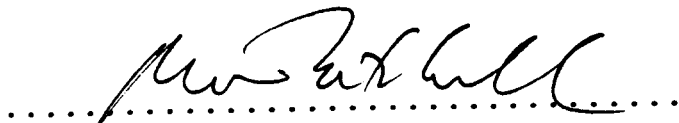
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XIV. Agreement

The signatures below indicate the agreement of both parties to the terms and conditions contained in this document.

A handwritten signature in cursive script, appearing to read "W.D. Harris", written over a dotted line.

William D. Harris & Associates

A handwritten signature in cursive script, appearing to read "R. A. Williams", written over a dotted line.

Government of St. Vincent and the Grenadines

